

LYNCHBURG CITY COUNCIL  
Agenda Item Summary

MEETING DATE: <b>September 26, 2006</b>		AGENDA ITEM NO: 6
CONSENT:	REGULAR: <b>X</b>	CLOSED SESSION: (Confidential)
ACTION: <b>X</b>	INFORMATION:	
ITEM TITLE:	<b>REZONING – Lakeside Centre, R-C, Conservation District, R-3, Medium-Density, Two-Family Residential District and R-4, Medium-High Density Multi-Family Residential District to B-5, General Business District (Conditional) for approximately one hundred six and twenty-three hundredths (106.23) acres of property at 129, 305, 317, 415, 509 and 607 McConville Road.</b>	

RECOMMENDATION: Approval of the requested rezoning.

SUMMARY: EE, LLC is petitioning to rezone approximately one hundred six and twenty-three hundredths (106.23) acres at 129, 305, 317, 415, 509 and 608 McConville Road from R-C, Conservation District, R-3, Medium-Density Two-Family Residential District and R-4, Medium-High Density Residential District to B-5, General Business District (Conditional) to allow the construction of a commercial shopping center, hotel, bank and restaurants. The Planning Commission recommended approval of the rezoning petition because:

- Petition agrees with the Comprehensive Plan, which recommends Regional Commercial and Conservation land uses for the subject property.
- Voluntarily submitted proffers adequately address development concerns associated with the petition.

The petitioner has submitted a “Regional Retail Market Analysis for Lakeside Centre”, prepared by The Cox Company, Charlottesville, Virginia. (This study was sent to the City Council previously under separate cover.) The Planning Division has contracted with two (2) separate firms to review this study and a “Sales Gap Analysis for Lynchburg, Virginia” prepared by The Community Land Use and Economics Group, LLC in November of 2005. The results of these reviews will be available at the September 26 work session.

The petitioner has submitted revised site plans and proffers that resulted from meetings held with local environmental groups and City staff.

1. The following uses allowed in a B-5 zone will be prohibited:

- Auction Rooms
- Armories
- Automobile and Truck Tire Sales
- Rebuilding and Retreading Establishment
- Bottling Plants
- Blacksmith Shops
- Bookbinding
- Carpentry Shops
- Dairies, Pasteurizing Plants or Ice Cream Manufacture
- Dance Hall
- Depositories for the Storage of Office Records, Microfilm or Computer Tapes
- Drive-in Theater

- Exterminators
  - Furniture Upholstering and Repair Shops
  - Custom Furniture Manufacturing
  - Commercial Greenhouses
  - Hiring Halls and Other Places of Assembly for the Registration or Assignment of Employment
  - Automobile Painting and Body Repair Shops
  - Ice Manufacture
  - Commercial Kennels for dogs and other pets
  - Monument and Gravestone Sales
  - Newspaper Offices
  - Printing Plants
  - Second-Hand Stores including Auction Sales
  - Storage yards except those accessory to a home improvement center
  - Travel Trailer Sales and Rentals
  - Leather Products
  - Temporary Fairs, Amusement Parks, and Circuses
  - Arenas, Auditoriums, or Stadiums unlimited in capacity
  - Transient Trailer Parks
  - Motor Freight Stations
  - Trucking Terminals
  - Commercial Swimming Pools
  - Traditional Automobile new or used dealerships
2. The developer will provide the City with a traffic impact study of the proposed internal public street to include functionality of the proposed entrances onto the proposed street from the development and agrees to make required internal improvements.
  3. The developer agrees to relocate existing sanitary sewer lines impacted by the proposed development and construct other public sewers so that all separate lots within the development will have public sewer.
  4. The developer will construct a new water distribution main along the new public street to serve the entire development.
  5. The developer agrees to provide property for right-of-way as well as design and construct a new four lane public road with a landscaped median through the development.
  6. The developer agrees to provide screening in the form of landscaping, graded berms, decorative fences, and/or parapet walls to aesthetically screen loading docks, storage areas, HVAC units and storm water management basins from public streets.
  7. The developer agrees to provide vehicular access to parcels fronting on Lakeside Drive by means of a new access road and traffic signal onto Lakeside Drive.
  8. The new public street will connect to McConville Road. The developer agrees to limit other access points onto McConville Road to those deemed necessary by the traffic impact study.
  9. All new utilities will be underground.

10. The developer agrees to comply with the storm water quantity and quality requirements of the City. The developer will utilize low impact design features to the extent practical from an economic and functional perspective to achieve compliance.
11. All outside lighting will be directional lighting or shielded to minimize illumination of adjoining properties.
12. The developer agrees to provide pedestrian sidewalk adjacent to or in close proximity to store fronts. This sidewalk will provide connectivity to the groups of stores on each side to the proposed public street.
13. The developer agrees to coordinate with the Greater Lynchburg Transit Corporation to provide bus service to the project. The developer agrees to construct up to two public transportation rider access points and shelters within the development.
14. The developer agrees to impose and administer design guidelines for the architectural treatment of buildings within the development, including out parcels. The guidelines will be in keeping with the design of the front of building elevations and material boards prepared by CMSS for Lakeside Centre received 7/26/06. Any changes to the design and materials as determined by the City Planner shall be referred to the City's Design Review Board for final decision.
15. The developer agrees to provide remediation for stream bank and wetland impacts per the ratio as determined by the Department of Environmental Quality and the Corps of Engineers. The developer agrees to provide this remediation to the existing streams and waterways needing remediation within the City limits including College Lake. The developer prefers to provide this remediation to College Lake and will do so to the extent it meets the mitigation requirements of the DEQ and Corp of Engineers.
16. Streams within the project boundary that are not intended to be impacted will be protected during construction. Measures to provide this protection are: delineation of the streams to be protected on the design plans, designing proposed facilities and grading such that a sufficient distance from the stream bank is not disturbed, installing and maintaining adequate delineation measures during construction to identify the protected areas.
17. Tax parcels 23025004, 23025005, 23025006, 23025007, 23502008, 23025009, 23525010, 23103001 and 23103002 are presently zoned B-5. The developer agrees to impose the same conditions and proffers on these parcels that apply to the parcels included within this rezoning request if the project proceeds.
18. The developer agrees to abide by the new landscape ordinance for this entire development.
19. It is understood that the site plan included is an illustrative conceptual site plan that generally describes the project to be built if approved. The developer will work with City Staff to maximize square-footage and number of out-parcels within the property while meeting ordinances and proffers. The developer therefore proffers an approved the site plan received by the Planning Division on September 20, 2006.
20. The developer agrees to make all improvements as determined by the traffic study including a traffic signal and turn lanes to the development on Lakeside Drive; a traffic signal at the intersection of Graves Mill Road and McConville Road; and an access ramp to the 501 Expressway, if requested by the City.

21. While the developer will construct all onsite public improvements, it is understood the City will cost share on these improvements using the same policies as used on all other commercial development.
22. The developer is extremely sensitive to the owners of the mobile homes that must be moved to accommodate this development. Since these mobile owners only rent their lots, state law only requires the owner of a trailer park to give the renters a four (4) month notice. If this project is approved, the developer agrees to give the mobile home owners a six (6) month notice, plus pay them \$2,500.00 to move their trailer. In addition, if the trailers are moved off the property, the developer will pay an additional \$1,000.00 to pay the cost of all other expenses, including living expenses, while trailers are being moved. In the other trailer park that is affected, the citizens do not own the trailers, but just rent the mobile homes in the same manner you would rent an apartment. For these affected citizens, the developer will pay all occupants of each unit a total of \$1,500.00 to assist them in moving and finding another rental unit.
23. The developer will provide stormwater quantity management that protects downstream properties and promotes groundwater recharge through the use of a stormwater retention pond with an infiltration basin. If the retention pond/infiltration basin is not feasible the developer will detain stormwater and design the discharge to release the 2 year (post development) storm at the 1 year (pre development) rate and the 10 year (post development) storm at the 5 year (pre development) rate.
24. A Stormwater Quality Protection Plan will be developed and implemented at the site. Infiltration practices will be the preferred stormwater quality best management practice throughout the site and exclusively used on cut areas. The Plan will be designed based on the "performance-based" water quality criteria such that the Post Development runoff's phosphorus loading is 65% less than the Pre Development runoff's Phosphorus loading (or as described in Table 2-3 of the Virginia Stormwater Management Handbook (Blue Book)).
25. The design engineer will certify each individual BMP "As Built".
26. In an effort to determine the performance of the BMP design (removal efficiencies) developer will provide Lynchburg College students and professor's access to stormwater BMPs and outlets on the property for the exclusive purpose of scientific study to determine the true effectiveness of water quality best management practice pollutant removal efficiencies.
27. We will work with the City to develop a phased development plan for the site. The development plan will incorporate multiple Erosion and Sediment Control measures such that no single measure shall have a drainage area in excess of 15 Acres.
28. The Developer agrees to work with the City to allow develop and implement alternative BMPs and Stormwater Management strategies in lieu of or in addition to those listed in these proffers to the extent that they are mutually agreeable to both parties.

PRIOR ACTION(S):

July 12, 2006: Planning Division recommended approval of the rezoning petition.  
Planning Commission conducted a public hearing on the rezoning petition.

July 26, 2006: Planning Commission conducted a work session on the rezoning petition. Planning Commission voted (4-0) with 2 members absent (Oglesby, Hamilton) and 1 vacant seat to waive the 21 day submittal requirement for voluntarily submitted proffers. Planning Commission voted (3-1) with 2 members absent (Oglesby, Hamilton) and 1 vacant seat to approve the rezoning petition with the voluntarily submitted proffers:

August 8, 2006: City Council conducted a public hearing on the rezoning petition. City Council voted to leave the public hearing open, but placed the item on the September 26, 2006 work session agenda.

FISCAL IMPACT: N/A

CONTACT:  
Tom Martin/ 455-3909

ATTACHMENT(S):

- Ordinance
- Sales Gap Analysis for Lynchburg, Virginia
- Responses to questions on Lakeside Centre
- Revised Site Plans

REVIEWED BY: lkp

## ORDINANCE

AN ORDINANCE CHANGING A CERTAIN AREA FROM R-C, CONSERVATION DISTRICT, R-3, MEDIUM DENSITY, TWO-FAMILY RESIDENTIAL DISTRICT AND R-4, MEDIUM HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT TO B-5, GENERAL BUSINESS DISTRICT (CONDITIONAL).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG, that in order to promote the public necessity, convenience, general welfare, and good zoning practice that Chapter 35.1 of the Code of the City of Lynchburg, 1981, as amended, be and the same is hereby further amended by adding thereto Section 35.1-76.\_\_\_\_, which section shall read as follows:

Section 35.1-76.\_\_\_\_. Change of a certain area from R-C, Conservation District, R-3, Medium-Density Two-Family Residential District and R-4, Medium High Density Multi-Family Residential District to B-5, General Business District (Conditional).

The area embraced within the following boundaries . . .

Beginning at an iron pin found on the northern right-of-way of a 15' alley; thence leaving said northern right-of-way of the 15' alley S 05° 46' 26" E 15.24' to an iron pin set; thence S 14° 01' 36" W 338.19' to a point in the centerline of branch; thence S 14° 08' 37" W 457.60' to a point in the centerline of branch; thence S 07° 51' 23" E 95.72' to an iron pin found in branch; thence S 16° 55' 37" W 59.49' to a point in the centerline of branch; thence leaving said centerline of branch S 88° 41' 25" E 235.99' to an iron pin found; thence S 72° 46' 51" E 190.00' to an iron pin found on the western right-of-way of McConville Road also known as Rte. 675; thence along said western right-of-way of McConville Road S 17° 13' 09" W 37.01' to an iron pin found; thence S 09° 38' 09" W 166.48' to an iron pin set; thence leaving said western right-of-way of McConville Road S 56° 18' 09" W 430.78' to point in the centerline of branch; thence S 21° 29' 54" E 357.05' to an iron pin set; thence S 68° 41' 13" E 271.98' to an iron pin set on the northern right-of-way of McConville Road also known as Rte. 675; thence along said northern right-of-way of McConville Road along a curve to the right having a central angle of 27° 02' 36", an arc length of 121.77', a radius of 258.00', a chord distance of 120.65', and a chord bearing of S 62° 54' 52" W to an iron pin set; thence S 76° 26' 10" W 79.48' to an iron pin set; thence along a curve to the left having a central angle of 21° 50' 41", an arc length of 272.60', a radius of 715.00', a chord distance of 270.95', and a chord bearing of S 65° 30' 50" W to an iron pin set; thence along a curve to the right having a central angle of 41° 54' 08", an arc length of 380.29', a radius of 520.00', a chord distance of 371.87', and a chord bearing of S 75° 32' 34" W to an iron pin set; thence N 83° 30' 22" W 143.01' to an iron pin set; thence N 83° 17' 30" W 178.79' to an iron pin set; thence along a curve to the left having a central angle of 21° 49' 06", an arc length of 243.71', a radius of 640.00', a chord distance of 242.24', and a chord bearing of S 85° 47' 57" W to an iron pin set; thence S 74° 53' 24" W 97.99' to an iron pin set; thence along a curve to the left having a central angle of 8° 15' 13", an arc length of 204.56', a radius of 1420.00', a chord distance of 204.38', and a chord bearing of S 70° 45' 47" W to an iron pin set; thence S 66° 38' 11" W 215.51' to an iron pin set; thence S 68° 34' 43" W 140.03' to an iron pin set; thence N 15° 19' 04" W 20.00' to an iron pin set; thence S 85° 40' 05" W 241.83' to a vdot monument found; thence S 57° 55' 29" W 76.29' to a vdot monument found; thence S 82° 31' 56" W 97.63' to a vdot monument found, said corner being a common point on the northern right-of-way of McConville Road and the eastern right-of-way of Rte 501 also known as the Lynchburg Expressway; thence leaving said northern right-of-way of McConville Road and continuing along said eastern right-of-way of Rte 501 N 00° 43' 20" W 327.61' to a vdot monument found; thence N 02° 49' 04" E 1426.57' to a vdot monument found; thence S 64° 10' 28" E 71.77' to a vdot monument found; thence N 11° 13' 22" E 248.25' to an iron pin found; thence N 09° 32' 36" E 645.71' to a vdot monument found; thence S 80° 52' 54" E 555.78' to a iron pipe found; thence S 85° 36' 34" E 1337.51' to the point of beginning containing 106.717 acres.

. . . is hereby changed from R-C, Conservation District, R-3 Medium Density Two-Family Residential District and R-4 Medium High Density Multi-Family Residential District to B-5, General Business District (Conditional), subject to the conditions setout hereinbelow which were voluntarily preferred in writing by the owners, namely: J.W. & Mary H. Scott, Anthony C. Hunter, Lillian H. Nuckols, Life Estate, John D. & Fay C. McConville, John D. McConville, to wit:

1. The following uses allowed in a B-5 zone will be prohibited:

- Auction Rooms
- Armories
- Automobile and Truck Tire Sales
- Rebuilding and Retreading Establishment
- Bottling Plants
- Blacksmith Shops
- Bookbinding
- Carpentry Shops
- Dairies, Pasteurizing Plants or Ice Cream Manufacture
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24. A Stormwater Quality Protection Plan will be developed and implemented at the site. Infiltration practices will be the preferred stormwater quality best management practice throughout the site and exclusively used on cut areas. The Plan will be designed based on the "performance-based" water quality criteria such that the Post Development runoff's phosphorus loading is 65% less than the Pre Development runoff's Phosphorus loading (or as described in Table 2-3 of the Virginia Stormwater Management Handbook (Blue Book)).
25. The design engineer will certify each individual BMP "As Built".
26. In an effort to determine the performance of the BMP design (removal efficiencies) developer will provide Lynchburg College students and professor's access to stormwater BMPs and outlets on the property for the exclusive purpose of scientific study to determine the true effectiveness of water quality best management practice pollutant removal efficiencies.

27. We will work with the City to develop a phased development plan for the site. The development plan will incorporate multiple Erosion and Sediment Control measures such that no single measure shall have a drainage area in excess of 15 Acres.
28. The Developer agrees to work with the City to allow develop and implement alternative BMPs and Stormwater Management strategies in lieu of or in addition to those listed in these proffers to the extent that they are mutually agreeable to both parties.

And the Director of Community Planning and Development shall forthwith cause the "Official Zoning Map of Lynchburg, Virginia," referred to in Section 35.1-4 of this chapter to be amended in accordance therewith.

Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council